

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 5

RETRO ENVIRONMENTAL, INC./

GREEN JOBWORKS, LLC.

Joint Employer

and

**CONSTRUCTION AND MASTER LABORERS'
LOCAL 11, A/W LABORERS' INTERNATIONAL
UNION OF NORTH AMERICA (LIUNA)**

Petitioner

Case 05-RC-153468

DECISION AND ORDER

The Petitioner seeks to represent a unit of all full-time and regular part-time laborers, including demolition and asbestos workers, jointly employed by the joint employer Retro Environmental, Inc. (Retro) and Green JobWorks, LLC (Green JobWorks).¹ Retro and Green JobWorks each maintain that they do not constitute a joint employer. Retro and Green JobWorks each also contend that the petitioned-for unit is inappropriate because it consists of temporary employees, the current employee complement is not substantial and representative, and the petitioned-for unit's operations will cease in mid-July 2015.

A hearing officer of the Board held a hearing in this matter and the parties orally argued their respective positions prior to the close of the hearing. I permitted the parties to submit post-hearing briefs on the issues properly litigated at the hearing by close of business on June 17, 2015. The Petitioner submitted a post-hearing brief, but neither Retro nor Green JobWorks submitted a brief. As described more fully below, based on the record, the parties' positions and brief, and relevant Board law, including *Davey McKee Corp.*, 308 NLRB 839 (1992), I am dismissing the petition in this matter.

I. Background and Facts

A. Green JobWorks' Operations

¹ The parties stipulated, and I find that the Petitioner is a labor organization within the meaning of Section 2(5) of the National Labor Relations Act (Act).

Green JobWorks is a temporary staffing agency engaged in the business of providing temporary labor to various construction companies.² Specifically, Green JobWorks provides demolition and asbestos abatement laborers to approximately 15 to 20 client construction companies, including Retro.³ Companies performing asbestos abatement in Maryland, Virginia, or Washington, D.C. must be licensed, and Green JobWorks is not licensed to perform asbestos abatement in Maryland, Virginia, or Washington, D.C. At the time of the hearing, Green JobWorks was responsible for providing temporary labor to approximately 13 different projects. Green JobWorks president, Lazaro Lopez, testified that Green JobWorks currently employs between 100 and 250 employees and assigns these employees to perform work on the 13 different projects that it currently has; however, the number of employees fluctuates regularly.

Green JobWorks primarily recruits new employees through advertisements and word-of-mouth-referrals. All applicants for employment must pass a drug-screening exam. If an applicant is applying for a demolition position, the applicant must pass a safety and general knowledge test for demolition. After a drug-screening exam and the general knowledge test have been successfully completed, the individual fills out an application, and Green JobWorks enters the individual's information into its database until a position becomes available. Once a position becomes available, Green JobWorks contacts employees in its database to offer them the position. Each employee has the option to accept or reject the position, and there is no requirement that an employee must continue working for Green JobWorks if a position is accepted. When an employee accepts a position, Green JobWorks pays the employee a uniform rate based on that individual's job classification.

Green JobWorks is currently providing employees to Retro for work on two projects. The first project is at the DC Scholars Charter School located at 5601 East Capitol Street, SE, Washington, D.C. (DC Scholars site). The second project is at the Powell Elementary School located at 1350 Upshur Street, NW, Washington D.C. (Powell site). At the time of the hearing, Green JobWorks provided a total of 33 employees to Retro for the DC Scholars and Powell sites for at least one day of work. *See* G.J. Exh. 1.

B. Retro's Operations

Retro is a construction company engaged in the business of providing demolition and asbestos abatement services to private and government entities.⁴ The president of Retro, Robert

² The parties stipulated, and I find that Green JobWorks, a limited liability company with an office and place of business in Baltimore, Maryland, is a temporary staffing agency engaged in the business of demolition and environmental remediation, including asbestos remediation. In conducting its operations during the previous twelve months, Green JobWorks performed services valued in excess of \$50,000 in States other than the State of Maryland. The parties further stipulated, and I find that Green JobWorks is an employer engaged in commerce within the meaning of Section 2(6) and 2(7) of the Act.

³ Asbestos abatement refers to the removal of asbestos, a hazardous material, from buildings.

⁴ The parties stipulated, and I find, that Retro, a corporation with an office and a place of business in Sykesville, Maryland, is engaged in the business of providing demolition and environmental services to private and governmental entities, including at sites in Washington D.C. In conducting its operations during the previous twelve months, Retro performed services valued in excess of \$50,000 in States other than the State of Maryland. The

Gurecki, testified that Retro is licensed to provide asbestos abatement services in Washington, D.C., Maryland, and Virginia. Retro has its own workforce consisting of superintendent Jose Guerrero, foreman Manuel Alverises, and several general laborers.⁵ The record is unclear how many general laborers Retro directly employs.

Gurecki testified that based on Retro's contractual needs for labor, Retro engages approximately four temporary labor companies, including Green JobWorks, to provide temporary labor on specific projects. Gurecki considers Retro's specific needs and the cost of the labor when selecting a temporary labor company to satisfy Retro's labor needs. At the time of the hearing, Retro directly employed approximately 17 general laborers working at the DC Scholars site. The record is unclear how many, if any, Retro employees were working at the Powell site.

C. Details of Green JobWorks' and Retro's Business Relationship

Retro has engaged Green JobWorks for labor on more than 10 projects over the last 5 years.⁶ Previously, Retro and Green JobWorks had a lease of services agreement, addressing the terms of Retro's leasing of labor from Green JobWorks. Pet. Exh. 1. This contract had a term of May, 1, 2013 through May 1, 2014. Though the contract provides that the parties could extend the term of the contract by mutual written consent, the contract has expired. Notwithstanding the contract's expiration, Gurecki testified that several provisions of the contract still outline the parties' basic understanding of how their business relationship is governed. Gurecki explained that when Retro needs temporary labor, he contacts Green JobWorks and requests a certain number of laborers. Green JobWorks then provides Retro with the requested laborers and, based on a pricing chart, Green JobWorks charges Retro for the temporary labor.⁷

Prior to any employee being assigned to a project, Green JobWorks is responsible for performing background checks on employees as well as pre-screening and drug testing employees. Green JobWorks sets the employees' wage rates, pays the employees, withholds applicable taxes from the employees' wages, and pays the employees' workers' compensation insurance. Green JobWorks is solely responsible for hiring and assigning employees to projects. Green JobWorks also disciplines and terminates employees. Finally, when an employee is assigned to a project, Green JobWorks provides the employees with personal protective equipment, such as hard hats, safety vests, and respirators.

parties further stipulated, and I find, that the Employer is engaged in commerce within the meaning of Sections 2(6) and 2(7) of the Act.

⁵ The parties stipulated, and I find that Guerrero and Alverisis are supervisors within the meaning of Section 2(11) of the Act.

⁶ Retro may have requested labor from Green JobWorks for as many as over 20 projects; however, the testimony in the record does not provide a precise number of projects.

⁷ See Pet. Exh. 3.

Retro expects all temporary asbestos abatement workers provided by Green JobWorks to be AHERA certified.⁸ Retro also expects all such workers to have passed a physical, a requirement by law for asbestos abatement workers. Retro is responsible for paying Green JobWorks for the services of the labor provided by the leased workers, but Retro does not pay the workers directly. Retro is also responsible for recording the leased workers' work hours and providing appropriate equipment to perform the assigned work, such as sledgehammers and wire cutters. Additionally, Retro provides the leased workers with certain safety equipment, such as Tyvek suits and respirator filters.⁹ If Retro is not satisfied with an individual's performance, it has the ability to request a replacement worker from Green JobWorks, although Retro has not exercised this ability within the previous 6 months.

Green JobWorks' field supervisor, Juan Rodriguez, is responsible for traveling to each project site and interacting with individual client supervisors to ensure that Green JobWorks' employees have reported to work. Rodriguez is also responsible for relaying information from Green JobWorks' office to its employees at the project sites, and information from the client supervisors back to Green JobWorks. Finally, Rodriguez, recruiting manager Lester Alexander Miranda, and clerical employee Carlos Guzman collectively determine when a Green JobWorks employee is to be reassigned to another project site.¹⁰

As previously discussed, Green JobWorks is currently providing leased labor to Retro for work on two projects—the DC Scholars site and the Powell site. At the time of the hearing, Green JobWorks has assigned a total of 33 employees to work at least one day at the DC Scholars site or the Powell site. *See* G.J. Exh. 1. The two projects consist of demolition and asbestos abatement; however, the projects are part of a larger renovation project that is the responsibility of the general contractor.¹¹ At the DC Scholars site, Retro superintendent Guerrero oversees the work of Retro employees and Green JobWorks employees alike.¹² Specifically, Guerrero is responsible for directing the day-to-day activities of both Green JobWorks' employees and Retro's employees. Retro's supervisors determine when a worker is permitted to take a break and when that break has concluded.

⁸ AHERA certification is an Environmental Protection Agency certification given to individuals who perform asbestos abatement work. It is unclear from the record what the acronym AHERA stands for.

⁹ Regarding the safety equipment, a Tyvek suit is a protective suit worn by an individual performing asbestos abatement. As for the respirator filters, Lopez testified that Green JobWorks and Retro both provide employees with respirator filters.

¹⁰ The parties stipulated, and I find that Rodriguez and Miranda are supervisors within the meaning of Section 2(11) of the Act.

¹¹ The record does not include the identity of the general contractor.

¹² According to the terms of the parties' expired lease of services agreement, Green JobWorks was to supervise and control its own employees whose services were leased to Retro, with Retro cooperating with Green JobWorks to provide and coordinate the workload and scheduling of the leased workers.

Retro expects the amount of employees required at the DC Scholars site and the Powell site to increase sometime between June 20, 2015, and June 22, 2015. Although the precise amount of employees required by Retro for the DC Scholars and Powell sites was unknown at the time of the hearing, Lopez testified that based on his previous experience and a conversation with Retro's project managers, the increase would raise the amount of employees at both sites to approximately 80-110 employees in total.¹³ However, after the increase, both projects are expected to cease in mid-July. Both Gurecki and Lopez testified that the projects are expected to cease in mid-July because both projects sites are scheduled to reopen for classes in August.¹⁴ After the two projects have ceased, Retro has no pending requests for additional employees from Green JobWorks, and Retro and Green JobWorks do not have any pending joint bids for future work.

II. Analysis

As I discuss in detail below, I find that Retro and Green JobWorks have met their burden of establishing that their assertedly-joint operation involving the petitioned-for unit employees will soon cease. Accordingly, under *Davey McKee Corp.*, 308 NLRB 839 (1992), I am dismissing the petition. As for the issue of whether Petitioner met its burden of proving that Retro and Green JobWorks are joint employers of the petitioned-for unit employees, I find it unnecessary to decide the issue because I am dismissing the petition. Finally, I find that Retro and Green JobWorks did not meet their burdens of establishing that the petition should be dismissed because the petitioned-for unit employees are temporary, nor did they meet their burdens of establishing that the petition should be dismissed as premature because of a lack of a substantial and representative complement of employees in the petitioned-for unit.

A. Cessation of Operations

The Board will dismiss a petition seeking units in the construction industry where work on a project is nearing completion and it is reasonably anticipated that the unit employees will be laid off. *Davey McKee Corp.*, 308 NLRB 839 (1992); *Fraser-Brace Engineering Co.*, 38 NLRB 1263 (1942). Applying that precedent to the facts of this case, I conclude that there is no useful purpose served by directing an election in the petitioned-for unit, and I am dismissing the petition.

At the time of the hearing in *Davey McKee Corp.*, the employer of the petitioned-for unit had two construction projects that were scheduled to end in 29 days. The Board dismissed the petition, finding that the petitioner's unsupported speculation that the employer was in the process of securing future construction projects in the geographic area of the petitioned-for unit was insufficient to direct an election. *Id.* at 839. In contrast, the Board directed an election in *Fish Engineering & Construction Partners, Ltd.*, 308 NLRB 836 (1992), *request for review denied*, 311 NLRB 1294 (1993). In that case, the Board based its actions on record evidence that

¹³ Lopez explained that he conferred with Jaime Lopez and John. Lopez did not recall John's last name.

¹⁴ Gurecki testified that the "renovators" need to complete their renovation prior to the schools opening in August, and therefore the demolition and asbestos abatement portion of the project must be completed in mid-July.

the employer had four projects within the past year, two projects at the time of the hearing, and a bid on a future project within the petitioned-for unit's geographic area. *Id.* The Board noted that *Davey McKee* was distinguishable because, in *Davey McKee*, there was no record evidence about other ongoing projects, or future bids for projects, within the geographic area of the petitioned-for unit. *Id.* at 836.

With the current petition, the Petitioner seeks to represent a unit consisting of employees jointly employed by Retro and Green JobWorks. Assuming *arguendo* that the Petitioner provided sufficient evidence to establish that Green JobWorks and Retro constitute a joint employer, there is no evidence that there is any future work contemplated by the joint entity.¹⁵ It is undisputed that Green JobWorks and Retro are working together on two projects that will be completed sometime in mid-July. As the testimony in the record revealed, the projects must be completed by mid-July because the DC Scholars and Powell sites, two Washington, D.C. schools, will be reopening in August. While the individuals leased by Retro to work at the Powell and DC Scholars sites will remain Green JobWorks employees, all of those individuals working for the alleged joint-employer entity will be laid off upon completion of the two projects. Both Lopez and Gurecki testified without contradiction that there are no other ongoing or anticipated projects by the alleged joint-employer entity.¹⁶

Admittedly, Retro and Green JobWorks individually remain ongoing businesses, and there is no evidence to demonstrate that there has been a fundamental change in the nature of either company's operations. Gurecki acknowledged that Retro has other projects that will not cease in July; however, there is no evidence that Retro will select Green JobWorks as the temporary labor company to meet Retro's labor needs, should it have any. Furthermore, the record indicates that Retro utilizes the labor services of other leasing companies. Additionally, the record shows that Retro and Green JobWorks had a contract governing the two entities' business relationship with each other, but that contract has expired. I find these factors alone are insufficient to direct an election in the petitioned-for unit. Although Retro and Green JobWorks have worked on previous projects together, the uncontroverted testimony in the record demonstrates that neither Retro nor Green JobWorks anticipate any joint work in the future. *Cf. Fish Engineering*, 308 NLRB at 836. Thus, if I were to direct an election for the petitioned-for unit, that decision would have to rely on wholly-unsupported speculation that Retro will have a

¹⁵ Lopez testified that Green JobWorks has up to 250 employees. While a company-wide Green JobWorks unit would be consistent with this Region's determination in *Bergman Brothers Staffing, Inc.*, Case 05-RC-105509 (June 20, 2013), *req. for review denied May 6, 2015*, the Petitioner seeks a unit of the employees of the asserted joint employer entity, Retro/Green JobWorks.

¹⁶ Prior to the hearing, Retro and Green JobWorks each filed a Statement of Position, each of which indicated that cessation of operations was an issue to be litigated. Retro explained that the petitioned-for unit "is not appropriate because the evidence will demonstrate a cessation of operations (July 2015)" Bd. Exh. 3. Green JobWorks similarly argued that the petitioned-for unit's work will cease. Bd. Exh. 4. Accordingly, the Petitioner was aware that both Retro and Green JobWorks were seeking to have the petition dismissed through a cessation of operations rationale. At the hearing, the Petitioner was unable to rebut the testimony that the petitioned-for unit employees would cease having employment with the alleged joint employer after mid-July.

demand for additional labor in the near future, that it will meet that demand with employees from Green JobWorks, and that demand for labor will be sufficient to warrant conducting an election. I decline to direct an election under such speculative circumstances. I find that there is insufficient evidence to establish that the petitioned-for unit at the alleged joint-employer entity will exist beyond mid-July, I am dismissing the petition.¹⁷

B. Joint Employer

In light of my dismissing of the petition under *Davey McKee*, I find it unnecessary to pass on the issue of whether the Petitioner satisfied its burden of establishing by specific, detailed evidence that Retro and Green JobWorks are joint employers. A joint employer relationship exists between two separate business entities that “share or codetermine those matters governing the essential terms and conditions of employment.” *Laerco Transportation and Warehouse*, 269 NLRB 324, 325 (1984). To establish a joint employment relationship, there must be evidence that one employer “‘meaningfully affects matters relating to the employment relationship such as hiring, firing, discipline, supervision, and direction’” of the other employer’s employees. *Id.*; see also *AM Property Holding Corp.*, 350 NLRB 998, 999-1000 (2007)(internal citation omitted), *enfd in relevant part*, 647 F.3d 435 (2d Cir. 2011); *Capitol EMI Music, Inc.*, 311 NLRB 997, 999 (1993), *enfd. mem.* 23 F.3d 399 (4th Cir. 1994). Evidence of supervision which is “limited and routine” is insufficient to establish a joint employer relationship. See, e.g., *AM Property Holding Corp.*, 350 NLRB at 1001 (citing *G. Wes Limited Co.*, 309 NLRB 225, 226 (1992)). Supervision is considered limited and routine “where a supervisor’s instructions consist primarily of telling employees what work to perform, or where and when to perform the work, but not how to perform the work.” *Id.* (interpreting *Island Creek Coal Co.*, 279 NLRB 858, 864 (1986)).

Retro and Green JobWorks are separate business entities. However, each entity at least appears to control essential aspects of the petitioned-for employees’ terms and conditions of employment. Green JobWorks is responsible for matters such as recruiting, hiring, disciplining, terminating, setting employee wage rates, paying employees’ wages, determining which projects employees are assigned to, and transferring employees to different projects. Also, Green JobWorks provides employees with certain safety equipment, including hats, safety vests, and respirators. On the other hand, Retro determines how many of the leased workers from Green JobWorks will work on specific projects, the start and end times of breaks, and when and what work the worker performs. There is some record evidence that Retro determines how workers perform their duties, but I note that the record reflects limited testimony from a single Green JobWorks employee explaining that a Retro employee instructed him how to perform a specific duty involving lighting; the record does not reflect how often, or prevalent, this type of instruction occurs at the job sites. Additionally, Retro provides the Green JobWorks employees with essential equipment to perform assigned tasks—sledgehammers and wire cutters—and

¹⁷ On this point, I am mindful that had I decided differently and directed an election for the petitioned-for unit employees, that election would have been conducted, at best, within days before the projects ceased, given the required periods for an employer to prepare and serve a voter list, a petitioner’s time period with that list prior to an election, and the required notice-posting period.

certain safety equipment, such as Tyvek suits and respirator filters. Retro verifies the hours that the Green JobWorks employees work and provides all direct day-to-day oversight of those employees assigned to its projects.

The evidence in the record presents a colorable claim of a joint employer relationship between Retro and Green JobWorks. However, I find it unnecessary to decide whether a joint employer relationship exists. Since I find the petition must be dismissed because there is insufficient evidence of any future unit work, any further discussion regarding the purported joint employer relationship is not warranted.

C. Temporary Employees

Turning to the additional arguments in favor of dismissal raised by Retro and Green JobWorks, I find that neither employer met their burden. Contrary to their arguments, I find that the petition does not need to be dismissed on the basis that the petitioned-for unit employees are temporary. Under Board law, temporary employees are ineligible to join bargaining units of full and part-time employees. *See Pen Mar Packaging Corp.*, 261 NLRB 874, 874 (1982). In such cases, the Board “focuses on the critical nexus between an employee’s temporary tenure and the determination whether he shares a community of interest with the unit employees sufficient to qualify as an eligible voter.” *Marian Medical Center*, 339 NLRB 127, 128 (2003). Thus, where all the employees of a petitioned-for unit have the same “temporary” or intermittent schedule, and the employer does not argue that they do not share a community of interest with one another, then they should not be excluded as ineligible voters. *See Kansas City Repertory Theatre, Inc.*, 356 NLRB No. 28, at slip op. 1 (2010). To find otherwise would be to find that “temporary or intermittent employees cannot exercise the rights vested in employees by Section 9 of the Act. However, no such exclusion appears in the definition of employees or elsewhere in the Act.” *Id.*

The employees in the petitioned-for unit are all full-time and regular part-time laborers jointly employed by Retro and Green JobWorks. The unit does not include any other employees that could potentially destroy the community of interests, such as Retro-only employees or Green JobWorks employees working for other construction companies. Retro’s and Green JobWorks’ argument that the employees are temporary because they have only been hired to work for a defined period of time is irrelevant where all employees of the petitioned-for unit are in the same position regarding their expectations of continued employment. *Id.* The uncontroverted testimony in the record supports a finding that the petitioned-for employees’ work will cease in mid-July, and therefore, these employees have a finite, ascertainable term. *See Marian Medical Center*, 339 NLRB at 128. I find that the employees are temporary, but their temporary status as employees does not destroy their community of interest. *Kansas City Repertory Theatre, Inc.*, 356 NLRB No. 28, at slip op. 1. The parties stipulated at the hearing that the petitioned-for unit is an appropriate unit, and I find that the petitioned-for employees do share a community of interest. Accordingly, because the only employees sought to be included in the petitioned-for unit are employees that are jointly employed by Retro and Green JobWorks, I conclude that the employees should not be excluded from exercising their Section 7 rights to choose a representative for the purposes of collective bargaining based on the fact that their employment on the two construction projects has an ascertainable end date. *Id.*

D. Substantial and Representative Complement of Employees

As for the final argument from Retro and Green JobWorks that the petition should be dismissed as premature because a substantial and representative complement of employees is not yet hired, I reject the argument. When the future scope and composition of the petitioned-for unit is in substantial doubt, a petition is considered premature. A petition will not be held in abeyance pending the hiring of a representative and substantial employee complement. *K-P Hydraulics Co.*, 219 NLRB 138 (1975). Generally, the Board “finds an existing complement of employees substantial and representative when approximately 30 percent of the eventual employee complement is employed in 50 percent of the anticipated job classifications.” *Yellowstone International Mailing, Inc.*, 332 NLRB 386 (2000) (applying *Custom Deliveries, Inc.*, 315 NLRB 1018, 1019, n. 8 (1994)). However, since the construction industry is characterized by activities of “a fluctuating nature and unpredictable duration,” delaying an election until the employee complement is full or almost full “might well result in bargaining for only a very short duration, with the project completed before any meaningful results could ensue,” and therefore, in the construction industry, the Board favors an early election. *Clement-Blythe Companies*, 182 NLRB 502, 502-03 (1970), *enfd.* 415 F.2d 78 (4th Cir. 1971).

As the testimony during the hearing revealed, the work on the projects is scheduled to cease sometime in mid-July. Because the work is scheduled to cease at that time, Gurecki testified that Retro will require an increase in employees from Green JobWorks. Gurecki further testified that he was unsure how many additional laborers Retro would require to complete the projects within the allotted time, but he explained that it would be substantial. Lopez testified that based on his prior experience in the industry and a conversation with Retro’s project managers, Green JobWorks will supply a total of 80-110 employees at the Powell and DC Scholars sites. Lopez explained that this increase should occur between June 20, 2015 and June 22, 2015. At the time of the hearing, a total of 33 Green JobWorks’ employees worked at the Powell or DC Scholars sites for at least one day during the period commencing on May 18, 2015, and ending on June 5, 2015.¹⁸

Assuming *arguendo* that Lopez’ estimates are correct, the current employee complement is substantial and representative. At the time of the hearing, there was between 30 and 41 percent of the future employee complement currently employed in 100 percent of the anticipated job classifications. *Yellowstone International Mailing*, 332 NLRB 386. Gurecki testified that Retro only requests two classifications of temporary employees from Green JobWorks—demolition workers and asbestos workers. The evidence presented during the hearing demonstrates that Green JobWorks has assigned 33 individual employees to the DC Scholars and Powell sites for at least one day of work. Of these 33 employees, 13 are asbestos workers and 20 are demolition workers. Accordingly, at the time of the hearing, 100 percent of the anticipated job classifications were employed in the existing complement of employees. Even if the future

¹⁸ See G.J. Exh. 1. With its Statement of Position, Green JobWorks provided a document listing 32 employees that were assigned to work at the DC Scholars site at least one day or more during a period ending on May 31, 2015. Bd. Exh. 4. At the hearing, Green JobWorks provided a document that listed 33 employees that had been assigned to the DC Scholars or Powell sites for at least one day during the period beginning on May 18, 2015, and ending on June 7, 2015. It appears that the initial document did not include employee Silvia Alvarez who worked a single day on June 5, 2015. Compare *id.* with G.J. Exh. 1.

employee complement is 110 employees, the current employee complement would be 30 percent of the future complement. Therefore, I find the employee complement at the time of the hearing substantial and representative. Moreover, the petitioned-for unit works in the construction industry, and because the construction industry is characterized as “fluctuating” and “unpredictable” in nature, the Board favors an early election. *Clement-Blythe Companies*, 182 NLRB at 502-03.

III. Conclusion

It is hereby ordered that the petition in this matter is dismissed.¹⁹

IV. Right to Request Review

Pursuant to Section 102.67(c) of the Board’s Rules and Regulations, you may obtain a review of this action by filing a request with the Executive Secretary of the National Labor Relations Board. The request for review must conform to the requirements of Section 102.67(d) and (e) of the Board’s Rules and Regulations and must be filed by July 10, 2015.

A request for review may be E-Filed through the Agency’s website but may not be filed by facsimile. To E-File the request for review, go to www.nlr.gov, select E-File Documents, enter the NLRB Case Number, and follow the detailed instructions. If not E-Filed, the request for review should be addressed to the Executive Secretary, National Labor Relations Board, 1015 Half Street SE, Washington, DC 20570. A party filing a request for review must serve a copy of the request on the other parties and file a copy with the Regional Director. A certificate of service must be filed with the Board together with the request for review.

Dated: June 26, 2015

(SEAL)

/s/ CHARLES L. POSNER

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¹⁹ Should the alleged joint employer Retro and Green JobWorks acquire additional construction projects within the scope of the petitioned-for unit, I will entertain a motion by the Petitioner to reinstate the petition.